

Loudon County Government Request for Proposal

Loudon County Purchasing
Joan Lovelace, Purchasing Director
Susan Huskey, CPPB, Senior Buyer
Loudon, Tennessee 37774

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Loudon County Government Request for Proposal Schools Custodial Services Bid No. 2013-297 Opening Date: MAY 28, 2013 Time: 10:00 A.M.

LOUDON COUNTY GOVERNMENT IS ACCEPTING SEALED PROPOSALS FOR "**CUSTODIAL SERVICES**" FOR SCHOOL PROPERTIES. A MANDATORY PRE BID MEETING AND SITE VISIT WILL BE CONDUCTED ON MAY 13 AND 14, 2013. THE SITE VISITS WILL BE CONDUCTED IN TWO DAYS STARTING on May 13, 2013 AT THE OLD GREENBACK SCHOOL, 400 CHILHOWEE AVE, GREENBACK, TN AT 9:00 AM SHARP. POTENTIAL BIDDERS MUST ATTEND PRE BID MEETING AND SITE VISIT FOR THEIR PROPOSAL TO BE CONSIDERED.

FOR MORE INFORMATION OR TO PICK UP PROPOSAL PLEASE CONTACT JOAN LOVELACE or LEO BRADSHAW IN THE PURCHASING OFFICE AT 865-458-4663.
TERMS, CONDITIONS AND SPECIFICATIONS ARE ATTACHED.

SUBMISSION OF PROPOSAL MUST BE IN A SEALED ENVELOPE AND MARKED " **CUSTODIAL SERVICES**" ON THE FRONT OF THE ENVELOPE AND DELIVERED TO THE LOUDON COUNTY PURCHASING OFFICE, 100 RIVER ROAD BOX 110, LOUDON, TENNESSEE 37774. THE CONTRACTOR'S NAME AND ADDRESS, STATE OF TENNESSEE CONTRACTORS LICENSE NUMBER, CLASSIFICATION AND EXPIRATION DATE MUST BE ON THE FRONT OF THE ENVELOPE. INTERESTED PROPOSERS CAN VIEW OR PICK UP PROPOSAL DOCUMENTS AT THE PURCHASING OFFICE. BIDS WILL BE OPENED AT THE SPECIFIED DATE AND TIME IN THE PURCHASING OFFICE. LATE PROPOSALS WILL NOT BE ACCEPTED.

PLEASE REVIEW THESE DOCUMENTS CAREFULLY. BIDS SUBMITTED MUST INCLUDE THE ATTACHED VENDOR INFORMATION SHEET AND REQUESTED DOCUMENTS.

ANY QUESTIONS OR CONCERNS REGARDING THE BID SHOULD BE DIRECTED TO JOAN LOVELACE OR LEO BRADSHAW AT 865-458-4663, MONDAY THRU FRIDAY BETWEEN THE HOURS OF 8:00 AM AND 4:00 PM.

SCHOOL CUSTODIAL SERVICES

Bid No. 2013-297
Opening: MAY 28, 2013
TIME 10:00 A.M.

CONTRACTOR INFORMATION

Contractor_____

Address_____

City_____State_____Zip_____

Contact Person_____

(Please Print)

Telephone Number _____Fax Number_____

Email Address _____

Authorized Signature_____

BACKGROUND CHECK COMPLIANCE FORM

LOUDON COUNTY GOVERNMENT
PURCHASING DEPARTMENT
100 RIVER ROAD, BOX 110
LOUDON, TN 37774
PHONE: 865-458-4663
FAX: 865-458-4871

BID NUMBER _____

AWARD DATE _____

BACKGROUND CHECKS Contractors shall comply with Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, which requires all contractors to facilitate a criminal history records check conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee prior to permitting the employee to have contact with students or enter school grounds when students are present.

Any person, corporation or other entity who enters into or renews a contract with a local board of education or child care program on or after September 1, 2007, must:

- (1) Provide a fingerprint sample
- (2) Submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigations and the Federal Bureau of Investigations.

Company or Individuals (Name)

Address

City, State, Zip Code

Telephone Number

()

Contractor License Number (If Applicable)

I agree to abide by Public Chapter 587 of 2007, as codified in Tennessee Code Annotated Section 49-5-413, and certify that I am authorized to sign. The undersigned further agrees, if this bid or contract is accepted, to furnish any and all of the Background Check Information, as required by law, at the request of Loudon County Government. I hereby agree to release all criminal history and other required information to Loudon County Government, the Tennessee Bureau of Investigation and the Federal Bureau of Investigation in accordance with Tennessee law and I further certify that all information supplied by me regarding this inquiry is true and accurate. I agree to release and hold harmless the above-mentioned governmental entities for the use of this information related to the purposes mandated under Tennessee law. I further certify that I have obtained acceptable criminal history information on all current and future employees associated with the performance of the work defined in this bid or contract, pursuant to Tennessee Code Annotated §§ 49-5-401 et seq.

Signature _____ **Title** _____

Printed Name: _____ **Date** _____
(Please Print Clearly) (Month, Day, Year)

INTERNAL OFFICE USE ONLY

Notes

**LOUDON COUNTY GOVERNMENT
ATTESTATION
REGARDING THE USE OF ILLEGAL IMMIGRANTS IN THE
PERFORMANCE OF ANY CONTRACT**

In compliance with the requirements of Chapter 878 Public Acts of 2006 (Tennessee Code Annotated 12-4-124), the undersigned Contractor/Vendor hereby attests, warrants and assures that it will not knowingly utilize the services of an illegal immigrant in the performance of this contract/purchase order and shall not knowingly utilize the service of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract/purchase order.

Name of Contractor/Vendor _____

Federal ID Number or Social Security Number _____

Loudon County Contract or Purchase Order Number _____

Date Attested _____

Signature _____

Printed Name _____

Title _____

Note: Individual signing must have contractual authority to bind the entity.

DRUG-FREE WORKPLACE AFFIDAVIT

STATE OF _____

COUNTY OF _____

The undersigned, principal officer of _____ an employer of five (5) or more employees contracting with Loudon County Government to provide custodial services, hereby states under oath as follows:

1. The undersigned is a principal officer of _____ (hereinafter referred to as the "Company"), and is duly authorized to execute this Affidavit on behalf of the Company.
2. The Company submits this Affidavit pursuant to T.C.A. 50-9-113, which requires each employer with no less than five (5) employees receiving pay who contracts with the state or any local government to provide custodial services to submit an affidavit stating that such employer has a drug-free workplace program that complies with Title 50, Chapter 9, of the *Tennessee Code Annotated*.
3. The Company is in compliance with T.C.A. 50-9-113.

Further affiant saith not.

Principal Officer

STATE OF _____

COUNTY OF _____

Before me personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that such person executed the foregoing affidavit for the purposes therein contained.

Witness my hand and seal at office this _____ day of _____, 20_____.

Notary Public

My commission expires: _____

**Loudon County Government
Request for Proposal
School Custodial Services
Opening Date: May 28, 2013 10:00am**

SECTION 1 GENERAL TERMS AND CONDITIONS

1. ADDITIONAL INFORMATION: ALL request for additional information ***MUST*** be routed to the Loudon County Purchasing Office, Joan Lovelace, Purchasing Director or Susan Huskey, CPPB, Senior Buyer at 865-458-4663.
Questions may be faxed to 865-458-4871 or
emailed to lovelacej@loudoncounty-tn.gov or bradshawl@loudoncounty-tn.gov

2. CONFLICT OF INTEREST: Vendor, by submitting a signed proposal, certify that ***no gratuity of any kind and no part*** of the total contract amount provided herein shall be ***paid directly or indirectly to any officer or employee of Loudon County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to Vendor in connection with any goods provided or work contemplated or performed relative to the agreement.*** Vendor hereby represents that Vendor has not been retained or retained any persons to solicit or secure a contract with the County upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specifications or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for any ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore. It shall be a breach of ethical standards for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or a person associated therewith, as an inducement for the award of a subcontract or order. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards that may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under County contracts.

3. NON-COLLUSION: Vendors, by submitting a signed proposal, certify that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law. No person, firm, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, firm, or corporation who has submitted a sub-Proposal to a Proposer, or who has quoted prices on materials to a Proposer, is not thereby disqualified from submitting a sub-Proposal or quoting prices to other Proposers.

4. NON-DISCRIMINATION: Loudon County agrees, warrants, and assures that no person shall be excluded from participating in the bidding process on the grounds of handicap, age, race, color, religion, sex or national origin.
Vendor agrees, warrants and assures that no person on the grounds of handicap, age, race, color, religion, sex or national origin shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement or in the employment practices of Vendor.
5. PROCESSING TIME FOR PAYMENT: Vendors are advised that a minimum of ten days is required to process invoices for payment.
6. MULTIPLE PROPOSALS: Loudon County will consider multiple proposals that meet specifications.
7. TAXES: Loudon County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
8. REJECTION OF PROPOSALS: Loudon County reserves the right to reject any proposal, all proposals, or any part of a proposal. The County shall reject any proposal that is determined to be non-responsive. The County also reserves the right to reject the proposal of any Bidder who previously failed to perform adequately for Loudon County or any other governmental agency. Loudon County expressly reserves the right to reject the proposal of any Bidder who is in default on the payment of taxes, licenses, or other monies due Loudon County.
9. AWARD: Loudon County intends to award this contract to the responsible Bidder or multiple Bidders whose proposal is most advantageous to the Loudon County School System and Government, taking into consideration price and the other factors set forth in this RFP. All participating vendors will be notified by mail when an award is made. Loudon County reserves the right to withdraw this Request for Proposal at any time, for any reason and to issue such clarifications, modifications, and/or amendments, as it may deem appropriate. Loudon County reserves the right not to award this bid.
10. REQUEST FOR CLARIFICATION: The County may conduct discussions with responsible Bidders determined to be reasonable susceptible of being selected for award for the purpose of clarification to assure full understanding of, and responsiveness to solicitation requirements. Request for clarifications shall not alter the Vendor's pricing information contained in its cost proposal.
11. BIDDER'S QUALIFICATIONS: Bidders must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. The County may make investigations as are deemed necessary to determine the ability of the bidder to perform the work and the bidder shall furnish all such information and data for this purpose as the County may request. Loudon County will make the final determination as to the bidder's ability. The County reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

12. SUBCONTRACTING: Loudon County will award this proposal to one vendor. The successful vendor may not assign or subcontract the “award agreement”, its obligations or rights” hereunder to any party without the written consent of Loudon County Purchasing Agent. If the proposal includes the use of subcontractors, Proposers must identify the specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor would perform services.
13. RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the prospective bidder to review the entire request for proposal packet. If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, it shall immediately notify the County of such error in writing and request modification or clarification of the document. The bidder shall also notify the County in writing if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or questions regarding the specifications or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for proposal opening. These requirements also apply to specifications that are ambiguous. The County will make modifications, if needed, and issue a written revision and will give written notice to all parties who are on file in the Purchasing Office as having received a copy of this RFP.
- The failure of a specific bidder to receive business, once it has been added to the awarded vendors’ list, shall not be grounds for a contract controversy.
14. SIGNING OF PROPOSAL FORMS: Vendors are to complete the proposal forms contained in the proposal package. Failure to complete the proposal forms may result in proposal rejection.
15. WAIVING OF INFORMALITIES: Loudon County reserves the right to waive minor informalities or technicalities in the proposal when it is in the best interest of Loudon County. Any such waiver shall not modify any remaining proposal requirements or excuse the Bidder from full compliance with the requested specifications and other contract requirements if the Bidder is awarded the Contract.
16. INSURANCE: By submitting a proposal, the bidder acknowledges that it has read and understands the insurance requirements for the proposal. The successful Vendor shall obtain and keep in force for the term of the contract for services, workman’s compensation, comprehensive general liability insurance and bodily injury and property damage insurance sufficient to hold the County harmless in the event of accident or injury to Bidder or any employee or subcontractor of Bidder. Submission of a copy of your insurance coverage will be mandatory within 30 days of award; otherwise the County may rescind its acceptance of the Bidder’s proposal.
17. SUBMISSION OF PROPOSAL: Loudon County does not accept telegraphic or electronically transmitted bids. Proposals and modifications shall be enclosed in sealed envelopes and delivered to the Loudon County Purchasing Department, 100 River Road #110, Loudon, Tennessee 37774. The bidder shall show on the outside of the envelope proposal name.

At the specified date and time the names of bidders submitting proposals will be read aloud but information in the proposals will not be made public until after the evaluation process and award(s) are made at which time all proposals will become available for public viewing. Late proposals will not be accepted.

SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the contract. Loudon County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

1. **MODIFICATIONS OR AMENDMENTS:** This contract may be modified only by a written amendment executed and signed by all parties hereto and approved by the appropriate Local Government agency officials in accordance with applicable local and state laws, charters, private acts, codes, rules, policies and regulations. Modifications or amendments shall not be binding on Loudon County without the prior written approval of the County Purchasing Agent.
2. **WARRANTY:** Contractor warrants to Loudon County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and / or other descriptions furnished and / or incorporated by reference, and will be fit for the particular purpose purchased, of merchantable quality, good workmanship, and free from defects. Contractor extends to Loudon County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County. Return of merchandise not meeting warranties shall be at contractor's expense.
3. **REMEDIES:** Loudon County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in contract and in tort, including but not limited to rejection of goods, rescission, right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorneys fees.
4. **INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Loudon County inspects and formally accepts the goods and / or services. Loudon County reserves the right to reject any and all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.

The Buyer may make such investigation as it deems necessary to determine the capability of the Bidder to perform such work and reserves the right to reject any bid if evidence indicates the Bidder is not qualified to perform this contract.
5. **SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
6. **COMPLIANCE WITH ALL LAWS:** By submitting a response to this RFP the vendor commits to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and /or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.
7. **GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Loudon County, Tennessee regardless of any language in any attachment or other document that the Vendor may provide. Any legal action between the parties arising from this agreement shall be maintained in the Chancery Court and / or Circuit Court of Loudon County, Tennessee and shall have exclusive and concurrent jurisdiction of any disputes that arise hereunder.

8. DEFAULT: If Contractor fails to perform or comply with any provision of this contract or the terms or conditions of any documents referenced and made a part hereof, Loudon County may terminate this contract immediately in whole or in part, and may consider such failure or noncompliance a breach of contract. Loudon County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Loudon County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Loudon County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
9. TERMINATION: Loudon County may terminate this agreement with or without cause at anytime with ninety days (90) written notice. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.
10. APPROPRIATION: In the event no funds are appropriated by Loudon County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the Contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligation owed to or by either party.
11. IDEMNIFY AND HOLD HARMLESS: The Contractor agrees to indemnify and hold harmless Loudon County, its officers, agents and employees from and against: Any and all suits, claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as result of any nature brought because of, arising out of, or due to breach of the agreement by Vendor, its subcontractors, suppliers, agents, or employees or due to any negligence acts, omissions, bad faith, or willful misconduct on the part of the Vendor, its officers, its employees, or any person acting for or on its or their behalf relating to this Contract; and any claims, damages, penalties, costs and attorney fees arising from any failure of Vendor, its officers, employees, and/or agents, including its sub- or independent contractors, to observe applicable laws, including, but not limited to, labor and minimum wage laws.

The contractor certifies that during the term of this contract the contractor shall indemnify the County against any and all claims relating to damages or injury sustained by contractor employees, or any other persons. Further, the contractor shall indemnify the County against any lawsuits, loss damage claim expense, or liability in connection with the performance of this contract.

The Contractor further agrees it shall be liable for the reasonable cost of attorneys for the Buyer in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the Buyer. In the event of any such suit or claim, the Contractor shall give the Buyer immediate notice thereof and shall provide all assistance required by the Buyer in its defense.

The County will not indemnify, defend or hold harmless in any fashion the Vendor for any claims, regardless of any language in any attachment or other document that the Vendor may provide.

12. FORCE MAJEURE: No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbances, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

SECTION III SPECIAL TERMS, CONDITIONS AND SCOPE OF WORK

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REQUEST FOR PROPOSALS

ISSUE DATE: April 29, 2013

RFP # 2013-297

ISSUING AGENCY: Loudon County Purchasing
100 River Road
Loudon, TN 37774

PERIOD OF CONTRACT: First contract shall be for 12 months with Loudon County Schools having the option of extension annually up to four (4) additional years. Extension will be based upon the satisfactory performance by the Contractor.

Sealed Proposals will be received until 10:00 am May 28, 2013 at Loudon County Purchasing for furnishing the Goods/Services described herein.

LATE PROPOSALS WILL NOT BE ACCEPTED.

A **MANDATORY PRE-BID MEETING AND SITE VISITS** WILL BE HELD ON MAY 13 AND 14, 2013. THE PRE-BID MEETING AND SITE VISITS WILL BEGIN AT THE OLD GREENBACK SCHOOL AT 400 CHILHOWEE AVE., GREENBACK, TN ON MAY 13, 2013 AT 9:00 AM SHARP.

PROPOSALS MAY BE DELIVERED (HAND DELIVER, EXPRESS MAIL SERVICES, ETC.) OR MAILED (BY U.S. MAIL OR CERTIFIED MAIL) to:

Loudon County Purchasing

100 River Road # 110

Loudon, TN 37774

In compliance with the Request for Proposal and to all the terms and conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal.

Name and Address of Firm:

Date: _____

By: _____
Signature in Ink

Title: _____

Phone Number:

I. PURPOSE OF REQUEST FOR PROPOSAL

The purpose of this Request for Proposal is to solicit proposals from qualified vendors for custodial services for **Loudon County Schools**.

II. NATURE OF PROPOSAL

Each interested vendor shall be responsible for the review of information contained herein, other information which may be requested, site visitation as required, and other efforts as necessary for the submission of a comprehensive proposal which will represent the vendor's best offer as a supplier of custodial services for **Loudon County Schools**.

Each proposal shall be complete, and it shall be outlined and identified by sections of this Request to facilitate evaluation and to prevent evaluators from unnecessary search/arranging materials for evaluation purposes. In the preparation of each proposal attention should be given to the criteria referenced herein which will be used for purposes of evaluation and award determination purposes.

III. PROGRAM REQUIREMENTS

A. General

The contractor shall furnish all management, supervision, cleaning personnel, equipment, cleaning supplies, tools, and other materials as required for custodial services for **Loudon County Schools**.

B. Level of Cleanliness

It will be the responsibility of the vendor to provide custodial services for the individual locations in keeping with high standards for an educational institution from the perspectives of sanitation, public relations, and protection of the physical facility. Therefore, the intent of this proposal request is to approach this matter from a level of cleanliness concept, and a detailed cleaning schedule is included.

IV. SCOPE OF PROGRAM

A. GENERAL

In general, the overall requirement is to provide complete custodial services as required for **Loudon County Schools** for **(11) Loudon County Schools facilities**. List of facilities shall be found in **Attachment C**.

B. SPACE

Through actual measurements, use of existing drawings and/or other means, it shall be the responsibility of the vendor to verify measurements as deemed applicable for the submission of a proposal.

V. SPECIAL REQUIREMENTS FOR THE SUBMISSION OF A PROPOSAL

A. Qualifications

Each vendor shall submit evidence of qualifications which would influence the ability to satisfactorily perform the custodial services defined elsewhere in this document: see evaluation criteria for additional pertinent details.

- ◆ Vendor must have been in the custodial services business for a minimum of five (5) years.
- ◆ Vendor must currently have at least five contracts with school districts.
- ◆ Vendor must demonstrate ability to manage a large school district with current references and management expertise.

B. Pre-Proposal meeting and tour of facilities

Only those vendors who attend the **pre-proposal meeting** on **May 13 and 14, 2013** shall be eligible for submission of a proposal. It shall be the sole responsibility of the vendor to visit each facility to acquaint themselves with the nature and extent of work involved. A pre-bid meeting is scheduled for May 13 and 14 beginning at 9:00am sharp at the old Greenback School at 400 Chilhowee Ave., Greenback, Tennessee. Failure to comply will result in rejection of proposal.

C. Copies of Proposal

Each proposal shall include **(4)** completed separately bound copies. Submit proposals in a sealed envelope with proposer's name, RFP number, and project name clearly indicated. Failure to comply may result in rejection of proposal.

D. Format of Proposal

Each proposal shall be formatted identically to the outline of this request. The intent here is to facilitate evaluation by the committee members with a minimum of effort and delay. Therefore each proposal should include information/materials that are clearly marked and separately segregated as required for easy and quick location and identification of that section of this request to which it pertains.

E. Acceptance/Rejection of Proposal

1. Award

- a. The contract will be awarded to the qualified proposer whose offer, conforming to the conditions and requirements of this request for proposal will be more advantageous to **Loudon County Schools and Loudon County Government**. The committee's evaluation of criteria, cost, and other factors will be taken into consideration.
- b. **Loudon County Schools and Loudon County Government** reserves the right to reject any or all offers and to waive informalities and minor irregularities in proposals received.
- c. This Request for Proposal does not commit **Loudon County Schools or Loudon County Government** to contract for any requirements for this solicitation.
- d. A written award or contract furnished to the successful proposer, within the time for acceptance specified in the proposal, shall be deemed to result in a binding contract without further action by either party.

F. Firm Offer

Each vendor must agree in advance in written form to submit a proposal with cost figures which will be firm for at least one (1) year after the opening of the proposals.

G. Unit and Total Cost

Each proposal shall include monthly unit and total cost figures, and the same shall be shown for an annual basis.

H. Non-Compliance with the Contract

Upon noncompliance of the contract by the contractor for completeness and thoroughness in the duties as judged by the District, the District shall so inform the contractor in writing thereof. The District shall notify the contractor of noncompliance and will reserve the right to have the duties completed by other means. The District shall reduce the contractor's invoice an hourly rate of \$15.00 per man-hour for an amount equal to such time as is required. Noncompliance shall be cause for the District cancellation of this agreement. The contractor shall be given ninety (90) days notice of cancellation.

VI. EVALUATION OF PROPOSALS

A. Committee

Evaluation of proposals submitted in response to the solicitation will be conducted by officials of **Loudon County Schools and Loudon County Purchasing**. In the process of evaluation the total vendor's proposal will be considered. However, particular attention will be paid to those criteria which are referenced in section VI. B of this request.

During the process of evaluation the committee may need additional information. This need will be communicated through **Loudon County Purchasing** and each vendor shall be responsible to respond in written form or by appearance before the committee as requested.

B. Criteria

Specific criteria which will be utilized by the committee referenced above and the relative weight given to each are listed below and must be included with the proposal. Please provide in your proposal in the order listed below, information addressing each item that will be evaluated.

PROPOSAL CRITERIA FORMAT

POINTS

I. Lowest Bid	40%
II. Proposer's Experience	30%
III. Proposer's Financial Stability	20%
IV. Proximity of Operation	<u>10%</u>
Total	100%

VII. CONTRACT

A. Award

It is the full intent, assuming that satisfactory proposals are received, to award a contract. If an award is made it will be for a one-year period, beginning on the date of the contract, with provisions for four (4) one-year extensions. Extensions will be made based upon the recommendations of the authorized representatives of Loudon County Schools and Loudon County Purchasing and the vendor. Final approval for any extensions shall be made by Loudon County Schools and Loudon County Purchasing.

In case of extensions, the cost per month which was submitted in the vendor's proposal may be increased or decreased. During extensions this cost figure may be changed in accordance with any change which may have occurred in the United States Consumer Price Index over the preceding twelve months effective 30 days prior to the termination of the contract period in question and not to exceed 5%.

B. Termination/Cancellation

Loudon County Schools and Loudon County Purchasing reserves the right to cancel the contract upon ninety days written notice for reasons of non-performance within the terms and conditions of this request for proposal or conditions beyond control, such as inadequate funding. A ninety day "cure period" shall be in place to allow contractor to resolve any problems.

C. Payments

Payment for services received will be made on a monthly basis. After approval the invoice will be forwarded for payment. Payment shall be made by the 15th day of the month in which services are provided.

D. Insurance

The vendor shall purchase and maintain in force the following kinds of insurance for operations under the contract as specified. Insurance certificates in the amounts shown and under the conditions noted shall be provided to the District before the commencement of any work:

1. Commercial/Comprehensive General Liability
 - a. \$1,000,000 Bodily Injury Per Person'
 - b. \$1,000,000 Bodily Injury Aggregate Limit
 - c. \$ 500,000 Property Damage Per Occurrence
 - d. \$1,000,000 Property Damage Aggregate Limit
2. Comprehensive Automobile Liability
 - a. \$1,000,000 Property Damage Per Occurrence
3. Workmen's Compensation and Employers' Liability
 - a. \$ 500,000 Bodily Injury Per Person
4. Umbrella or Excess of Loss Coverage
 - a. \$1,000,000 Per Occurrence
5. The bidder will provide an insurance certificate with 21 days after acceptance of contract.
6. Loudon County Purchasing must have 10 days notice of cancellation or change in insurance coverage and give its approval.

The District shall be named as an additional insured by Endorsement on the vendor's policy as to the subject contract.

E. Addenda

Any "Addenda" or Instruction to Bidders issued by Loudon County Schools and Loudon County Purchasing prior to the time for receiving proposals shall be covered in the proposal and, in closing a contract, they shall become a part thereof.

VIII. RESPONSIBILITIES OF CONTRACTOR:

A. Personnel

All matters pertaining to the recruitment, screening, hiring, and retention shall be the exclusive responsibility of the contractor. These matters shall be done fully in compliance with existing statutes and regulations pertaining to affirmative action, non-discrimination, wage and hour and any other stipulations germane to prudent personnel management.

Only those personnel who have been properly trained shall be assigned duties under this contract. All personnel shall be dressed in a manner authorized by the contractor. The personnel shall be neat and clean in appearance. Name tags shall be required and furnished by contractor and worn at all times. No employee who has a police record other than minor traffic violations may be assigned duties under this contract. Contractor shall be responsible for the submission of a police clearance record before any employee begins work. Contractor will pay at least minimum wage rate.

Contractor will pay all taxes pertaining to his employees as required by law. Any employee whose work habits and/or conduct is deemed objectionable shall be removed from the work force upon request of the authorized **Loudon County Schools** representative.

A. Day Porters

There will be a minimum of one (1) Full time Day Porter in each school. Job description is attached. See **Attachment A.**

B. Safety

The Contractor shall be responsible for the training as necessary in the application of chemicals and the use of equipment to facilitate safe conditions for the employees and the District's students, staff, and faculty.

C. Security

The Contractor shall be responsible for training employees in security requirements of **Loudon County Schools**, and shall be responsible for the enforcement of the same.

Additionally, each employee shall be informed of the following:

1. The Contractor shall be responsible for safeguarding against loss, theft, or damage of all District property, materials, equipment, and accessories which might be exposed to the contractor's personnel.
2. Guns, knives, or other dangerous weapons shall not be allowed on campus.
3. Alcohol and drugs are prohibited on campus.
4. Tobacco use (smoking/chewing/etc.) is prohibited on campus.
5. Keys, which may be distributed at the beginning of each work period, shall be returned to the appropriate supervisor at the end of each work period. Keys which will be required by the Contractor and employees will be approved by the District and will be controlled by a person to be named after award of contract. In any event the Contractor shall be fully responsible for the security and appropriate use of the keys which may be issued. Additionally, the Contractor shall be fully responsible for the replacement of any keys that are lost and any additional cost resulting due to loss of keys.
6. Contractor's personnel shall not allow any unauthorized persons in school buildings (children, friends, or anyone else not authorized by the District.)
7. When it is determined that a building has been left unsecured due to negligence on the part of the Contractor, there will be a charge-back of \$15.00 per hour, time determination being from when our on-call person leaves home until when he returns home from securing the building.

D. Supervision

All supervision as required for the execution of those contractual responsibilities assumed by the contractor shall be done by the contractor or his/her designated representative.

E. Damage

The Contractor shall be responsible for the repair/replacement to the satisfaction of the District representative of any damage to the facility caused by any employee of the Contractor.

F. Equipment and Supplies/Materials

The procurement and maintenance of all equipment required for the successful execution of this contractual obligation shall be the Contractor's responsibility. The District will provide locked storage spaces, but not be responsible for losses which may be incurred due to the theft and/or vandalism. All equipment shall be maintained properly, and in clean condition. The Contractor shall be responsible for the acquisition of all chemicals and equipment necessary to fulfill all specifications stated herein. A listing of all chemicals and equipment which will be used by the successful contractor must be submitted for approval prior to initial service under the contract. Changes may be made only after being duly authorized. All chemicals and equipment must meet or exceed OSHA requirements and commonly recognized safety requirements. Material Safety Data Sheets will be maintained on each job site for all chemicals used in the cleaning processes, with copies given to District personnel and updated regularly. The Contractor must furnish all needed safety equipment and protective devices necessary for the safety of all building occupants and property of the District.

G. Training

Contractor must have a training program specifically designed for school technicians, including training to meet all Local, State, and Federal guidelines.

H. **Emergencies:** All emergency conditions shall be promptly reported to the District authorized representative.

I. Contractor's representative

A representative of the Contractor shall be appointed within 24 hours after receipt of the contract, and this person shall be available as deemed necessary by the representative for purposes of reporting problems, requesting schedule changes, etc. this individual shall be someone other than the job supervisor and he/she shall be the sole contact person for routine matters.

J. Scheduling Custodial

All custodial shall be done with a minimum of disruption to normal school functions as approved by District Representative.

K. Program Responsibility

The Contractor shall assume full responsibility for the custodial services program as defined herein: **July 01, 2013**

L. Specialties

The Contractor shall be responsible for clean up after all school activities, i.e. basketball games, PTO meetings. Contractor shall not be responsible for community functions, banquets, or other rentals of school facilities. Contractor shall be available for emergency services. Emergency work will be determined and authorized by the District. Emergency work will be considered an extra billing and will be added to invoice.

M. Additional Portables

If a need arises to add additional portables during the school year, the Contractor will be required to maintain additional square footage.

IX. RESPONSIBILITIES OF Loudon County Schools

A. Utilities

All necessary utilities will be furnished by the District.

B. Storage

The District shall provide storage for the equipment and supplies/materials normally required for the types of services to be provided under this contract.

C. Trash Disposal

The District shall furnish in a reasonably convenient location a container for use by the Contractor in the removal of waste paper, trash, debris, etc.

D. Keys

Keys which may be required by the Contractor and employees will be furnished by the District.

E. Expendable Supplies

The contractor will be responsible for providing all expendable supplies, i.e. toilet tissue, paper towels, hand soap, and trash can liners

F. Chalkboards

"DO NOT ERASE" and the date will be written on all chalkboards that are not to be cleaned.

ATTACHMENT A

DAY PORTER DUTIES

- Monitor all restrooms after each class break-mop floor, spot clean sinks, vanities, counter tops, mirrors, floors, and walls, pick up paper and flush commodes and urinals, and take out trash
- Pick up trash outside of building at least one (1)time per day
- Change light bulbs and tubes
- Clean and mop any accident that may occur during the day
- Respond to clean up request by Account Manager or Principal
- Clean electrical rooms and storage closets

Management of Energy Consumption

- Lights should only be turned on in areas where cleaning is taking place and are to be turned off immediately after cleaning each room
- Cleaning personnel are not to change or override established heating and cooling temperatures in schools

Annually for all schools (Note: Annual services are to begin immediately following the end of each school year and be completed no later than August 1 of each year)

- Completely strip or scrub tile and refinish composition floors applying a minimum of six (6) coats of wax on all hallways, cafeterias, and high traffic areas and a minimum of four (4) coats of wax in all classrooms
- Wash all windows and glass partitions on the inside and outside

Notification of needed repairs

- Cleaning personnel and/or supervisor to advise Account Manager of all needed repairs at the end of each day or sooner if appropriate

Light Maintenance

Vendor will be required to accomplish minor maintenance within each individual facility. The responsibilities will be accomplished on an as required basis and will be at the specific instruction of the school Principal. All maintenance related supplies, equipment and/or tools will be provided by the Loudon County Maintenance. The following job responsibility outline is a sample overview for the nature of maintenance activities and responsibilities that will be required of and performed by the daytime custodians at each location.

1. Replace light bulbs.
2. Replace ceiling tiles when required.
3. Cut off water supply until maintenance employees can respond.
4. Assist maintenance employees in monitoring mechanical and boiler rooms for mechanical problems.
5. Clean all HVAC return and supply air grills in all classrooms and common areas on a monthly basis.
Replace all indoor air filters quarterly on HVAC units.
6. Plunge sinks and toilets as needed.

ATTACHMENT B

XI. CALENDAR

LOUDON COUNTY SCHOOLS

CALENDAR 2013-2014

<i>August 1</i>	<i>Thursday</i>	<i>In-Service Day</i>
<i>August 2</i>	<i>Friday</i>	<i>In-Service Day</i>
<i>August 5</i>	<i>Monday</i>	<i>Registration Day</i>
<i>August 6</i>	<i>Tuesday</i>	<i>In-Service Day</i>
<i>August 7</i>	<i>Wednesday</i>	<i>1st Full Day of Classes</i>
<i>September 2</i>	<i>Monday</i>	<i>LABOR DAY (no school)</i>
<i>October 14-18</i>	<i>Monday-Friday</i>	<i>FALL BREAK</i>
<i>November 1</i>	<i>Friday</i>	<i>In-Service Day</i>
<i>November 27-29</i>	<i>Wednesday-Friday</i>	<i>THANKSGIVING VACATION</i>
<i>December 20</i>	<i>Friday</i>	<i>Last day of classes before CHRISTMAS HOLIDAYS</i>
<i>January 6</i>	<i>Monday</i>	<i>In-Service Day</i>
<i>January 7</i>	<i>Tuesday</i>	<i>Classes Resume</i>
<i>January 20</i>	<i>Monday</i>	<i>In-Service (Martin Luther King, Jr. Day)</i>
<i>February 17</i>	<i>Monday</i>	<i>In-Service (President's Day)</i>
<i>March 10-14</i>	<i>Monday-Friday</i>	<i>SPRING BREAK</i>
<i>April 18-21</i>	<i>Friday- Monday</i>	<i>Easter Break (Good Friday and Monday)</i>
<i>May 6</i>	<i>Tuesday</i>	<i>In-Service day</i>
<i>May 23</i>	<i>Thursday</i>	<i>Last day of classes</i>

In-Service Days

<i>August 1</i>	<i>January 6</i>
<i>August 2</i>	<i>January 20</i>
<i>August 6</i>	<i>February 17</i>

Administrative Days

November 1
May 06

Parent Conferences (2) 1st Semester
(2) 2nd Semester

ATTACHMENT C

XII. LIST OF SCHOOLS

1. EATON ELEMENTARY
423 HICKORY CREEK ROAD
LENOIR CITY, TN 37771
2. NEW FORT LOUDON MIDDLE SCHOOL
1218 STEEKEE ROAD
LOUDON, TN 37774
3. GREENBACK SCHOOL (OLD SCHOOL) GREENBACK SCHOOL (NEW SCHOOL)
400 CHILHOWEE AVENUE 6940 MORGANTON ROAD
GREENBACK, TN 37742 GREENBACK, TN 37742
4. HIGHLAND PARK ELEMENTARY
4401 HIGHWAY 11 EAST
LENOIR CITY, TN 37772
5. LOUDON ELEMENTARY COMBINATION PROPERTY
1703 & 2175 ROBERTS ROAD
LOUDON, TN 37774
6. LOUDON HIGH SCHOOL
1039 MULBERRY STREET
LOUDON, TN 37771
7. LOUDON COUNTY TECHNICAL CENTER
4380 HARRISON ROAD
LENOIR CITY, TN 37771
8. NORTH MIDDLE SCHOOL
421 HICKORY CREEK ROAD
LENOIR CITY, TN 37771
9. PHILADELPHIA SCHOOL
300 SPRING STREET
PHILADELPHIA, TN 37846
10. STEEKEE ELEMENTARY SCHOOL
4500 STEEKEE SCHOOL ROAD
LOUDON, TN 37774
11. LOUDON COUNTY SCHOOLS CENTRAL OFFICE
100 RIVER ROAD
LOUDON, TN 37774

XIII. SPECIFICATIONS

Cleaning Schedule

CLASSROOMS

Daily

- Empty wastebaskets and replace liners as needed
- Spot Clean desk tops (removal of graffiti)
- Clean and sanitize counters and sinks
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum all carpet
- Spot clean carpet as needed
- Vacuum walk-off mats
- Secure any exterior doors and windows and turn off lights before leaving room

Weekly

- Low dust all horizontal surfaces to hand height (60") including desks, chairs and tables
- Sweep baseboards
- Damp clean window ledges
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings
- Spot clean all door glass
- Vacuum chalk rails and/or damp wipe
- Mop composition floors

Monthly

- High dust above hand height (60") horizontal surfaces, including shelves, pipes, moldings, etc
- Dust blinds

Semi-Annually

- Clean entire surface of student's desks and chairs
- Clean carpet to remove all stains, spills and soiled spots

Annually

- Refinish all floors

OFFICES (ADMINISTRATION AND PLANT MANAGER

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Spot clean all windows and glass partitions to hand height
- Spot clean desk tops
- Dust mop all composition floors (with chemically treated dust mop)
- Spot mop composition floors with all purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards
- Damp clean window ledges

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc
- Dust blinds

Annually

- Refinish all floors

TEACHER WORK AREA AND DUPLICATION ROOMS

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Dust telephones
- Spot clean all windows and glass partitions to hand height
- Damp clean counter tops
- Dust mop all composition floors
- Spot mop composition floors with all purpose cleaners
- Vacuum carpet
- Spot clean carpet to remove all stains, spills, and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles and railings

Weekly

- Low dust all horizontal surfaces to hand height (70")
- Damp clean baseboards

Monthly

- High dust above hand height horizontal surfaces, including shelves, moldings, pipes, ducts, heating outlets, etc

Annually

- Clean carpet to remove all stains, spills and soiled spots
- Refinish all floors

LIBRARY

Daily (five days per week)

- Empty wastebaskets and replace liners (as needed)
- Dust furniture, including desks, chairs, tables, lamps, etc.
- Dust interior window ledges
- Spot clean all window glass and glass partitions to hand height
- Spot clean desk tops
- Dust mop all composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Remove fingerprints from doors, frames, light switches, kick plates, handles, and railings

Weekly

- Replace all plastic liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Dust all book shelves (books to remain in place)
- Damp clean window ledges

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc

Annually

- Refinish all floors

CAFETERIA AREAS

Daily (five days per week)

- Remove trash from cafeteria area
- Clean during lunch periods (empty trash, and clean up spills)
- Sweep and mop
- Burnish hard surface floors or as needed

Semi-Annually

- Refinish all composition floors
- High dust above hand height horizontal surfaces, including shelves, ceiling, moldings, pipes, ducts, heating outlets, etc

COMMON AREAS (LOBBIES/CORRIDORS/STAIRS/ELEVATORS)

Daily (five days per week)

- Spot clean interior glass partitions and doors
- Clean and sanitize water fountains
- Dust interior window ledges
- Dust mop composition floors
- Spot mop composition floors with all-purpose cleaner
- Vacuum carpet
- Spot clean carpet to remove all stains, spills and soiled spots
- Vacuum walk-off mats
- Clean under entrance mats daily, inside and out
- Sweep underneath stairs
- Burnish hard surface floors or as needed

Weekly

- Damp clean baseboards
- Damp clean window ledges
- Dust furniture and fixtures

Monthly

- High dust above hand height horizontal surfaces, including shelves, ceilings, pipes, moldings, ducts, heating outlets, etc
- Clean all hall walls (more often if needed)

Semi-Annually

- Refinish all composition floors and Clean carpet to remove all stains, spills, and soiled spots

RESTROOMS/DRESSING ROOMS

Daily

- Check restrooms throughout the school day
- Empty wastebaskets/dispensers and replace liners
- Clean, sanitize, and polish all vitreous fixtures including toilet bowls, urinals and hand basins
- Clean and polish chrome fittings
- Clean and sanitize toilet seats
- Clean and polish glass and mirrors
- Wash and sanitize exterior of containers
- Remove spots, stains and splashes from wall area and counter tops
- Clean metal partitions
- Sweep floors
- Mop floors with germicidal disinfectant at least daily
- Fill expendable supplies in restroom dispensers
- Wash and sanitize metal partitions
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc
-

Weekly

- Low dust horizontal surfaces to hand height (70")
- Clean walls thoroughly with cleaning and sanitizing solution

Monthly

- High dust above horizontal surfaces, including shelves, ceilings, moldings, ledges, pipes, ducts, heating outlets, etc
- Machine scrub floors with germicidal disinfectant

MULTI-PURPOSE/GYMNASIUM

Daily (Five days per week)

- Empty wastebaskets
- Remove fingerprints from doors, frames, light switches, kick plates, push plates, handles, railings, etc.
- Dust mop floors and/or vacuum all carpeted areas
- Spot mop composition floors
- Spot clean carpeted areas and remove any stains, spills or soiled spots

Weekly

- Replace all plastic can liners in waste receptacles
- Low dust horizontal surfaces to hand height (70")
- Sweep baseboards
- Clean bleachers, remove all trash, sweep, and clean floor underneath

Monthly

- High dust above hand height (70") all horizontal surfaces including shelves and molding

*Note: Scrub composition floors as needed

Special Events During Regular Cleaning Operation Hours (Ballgames, Plays, Concerts, PTA Meetings, Board Meetings, etc.)

- a. Check and maintain clean restrooms, halls, lobbies, etc.

GROUNDS MAINTENANCE IMMEDIATELY SURROUNDING THE BUILDING

Daily

- Remove trash and debris around entrances
- Empty trash containers

Loudon County RFP Considerations for all Vendors

Request Consideration of protected employees as listed. These employees were employees of Loudon County Schools prior to out-sourcing of the Custodial Service. Current benefits are listed below.

- | | |
|--------------------------------------|-------------------|
| 1. Mary Lackey- Loudon Elem. | \$20,700 per year |
| 2. Kathleen Brookshear- Philadelphia | \$20,640 per year |
| 3. Jasmine Brown- North Middle | \$25,950 per year |
| 4. Rebecca Haney- Steekee | \$17,701 per year |
| 5. Tina Stutts- Philadelphia | \$18,312 per year |

All of the above employees have

1. Major Medical/Dental/Life Insurance 60% company/40% employee split
2. Paid Vacation- 5 days
3. Sick Days- 3 days
4. Paid Holidays- 6 days
5. 401(k) Savings Plan

Include total (new construction since 2007 and new construction for fall 2013) square footages of all schools, offices, portables and the Technology School in Lenoir City.